

COMPOSITE EXHIBIT “A”

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
PHILADELPHIA DIVISION**

In re: Angela N. Griffin Debtor WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, NOT INDIVIDUALLY BUT AS TRUSTEE FOR PRETIUM MORTGAGE ACQUISITION TRUST Movant v. Angela N. Griffin Debtor/Respondent KENNETH E. WEST, Esquire Trustee/Respondent	Bankruptcy No. 22-11598-mdc Chapter 13
---	---

STIPULATION RESOLVING MOTION FOR RELIEF FROM STAY

Secured creditor, WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, NOT INDIVIDUALLY BUT AS TRUSTEE FOR PRETIUM MORTGAGE ACQUISITION TRUST, and Angela N. Griffin, “Debtor(s)” by and through their respective attorneys, hereby stipulate as follows:

I. BACKGROUND:

1. On October 11, 2007, Angela Foster Griffin, executed and delivered a Promissory Note (“Note”) and a Mortgage (“Mortgage”) securing payment of the Note in the amount of \$203,500.000.
2. The Mortgage was recorded on October 18, 2007, with the Philadelphia County Recorder of Deeds.
3. The Mortgage was secured as a lien against the property located in Philadelphia County commonly known as 31 Westview St.,

4. Philadelphia, PA 19119-2628 (the “Property”).
5. The Note and Mortgage were lastly assigned to WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, NOT INDIVIDUALLY BUT AS TRUSTEE FOR PREMIUM MORTGAGE ACQUISITION TRUST.
6. Debtor(s) has defaulted under the terms of the Note and Mortgage by failing to make the monthly post-petition payments of principal, interest and escrow. As of July 12, 2023, the post-petition arrearage owed to Movant is \$22,883.86 and consists of thirteen monthly mortgage payments at \$1,829.04, less a suspense balance of \$893.66.
7. Thus, Debtor(s)’s post-petition arrearage currently totals the sum of \$22,883.86.
8. Debtor(s) further acknowledges that additional payments of principal, interest and escrow currently in the amount of \$1,829.04, per month shall become due under the Note and Mortgage on the First of each successive month, beginning August 1, 2023 until the Note is paid in full. Debtor(s) acknowledges that the monthly payment is subject to change and is responsible for same.
9. WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, NOT INDIVIDUALLY BUT AS TRUSTEE FOR PREMIUM MORTGAGE ACQUISITION TRUST, and Debtor(s) desire to resolve Debtor(s)’s post-petition arrearage in accordance with the set forth terms below:

II. STIPULATION FOR RELIEF FROM STAY

1. Debtor(s) confirms and acknowledges his obligations to WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, NOT INDIVIDUALLY BUT AS TRUSTEE FOR PREMIUM MORTGAGE ACQUISITION TRUST, under the Note and Mortgage.
2. Debtor(s) further confirms and acknowledges his failure to make the post-petition payments of principal, interest and escrow in the amount of post-petition arrearage as set forth above in

paragraphs 5 and 6.

3. Debtor(s) further confirms and acknowledges his obligations to make the regular post-petition payments of principal and interest going forward from August 1, 2023 as set forth above in paragraph 7.
4. Debtor further agrees to file an Amended Plan within 30 days of the entry of an Order Approving this Stipulation which will include treatment for the post-petitions arrears owed to WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, NOT INDIVIDUALLY BUT AS TRUSTEE FOR PREMIUM MORTGAGE ACQUISITION TRUST. The plan shall state that the post-petition arrears through July 1, 2023 shall be paid over the remaining life of the plan in payments by the Chapter 13 Trustee. If necessary, WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, NOT INDIVIDUALLY BUT AS TRUSTEE FOR PREMIUM MORTGAGE ACQUISITION TRUST shall file a supplemental claim or amended proof of claim reflecting the post-petition arrears through July 1, 2023.
5. In the event that Debtor(s) converts to a Chapter 7 during the pendency of this Bankruptcy case, the Debtor(s) shall cure the pre-petition and post-petition arrears within ten (10) days from date of conversion. Should the Debtor(s) fail to cure the arrearage, WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, NOT INDIVIDUALLY BUT AS TRUSTEE FOR PREMIUM MORTGAGE ACQUISITION TRUST, will send Debtor(s)'s counsel a written notification of default of this Stipulation. If the default is not cured within fifteen (15) days of the notice, WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, NOT INDIVIDUALLY BUT AS TRUSTEE FOR PREMIUM MORTGAGE ACQUISITION TRUST, may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay.

6. In the event the Debtor(s) should default on his obligations under this Stipulation by failing to comply with the provisions as set forth above in paragraph 4 and/or tender in full any of the payments described in paragraph 5, on or before the dates on which they are due, then
WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, NOT INDIVIDUALLY BUT AS TRUSTEE FOR PRETIUM MORTGAGE ACQUISITION TRUST,
its successors and/or assigns shall serve Debtor(s)' Attorney by fax, e-mail and/or regular mail, with written notification of default. In the event that Debtor(s) fails to cure the default within fifteen (15) days of the date of the written notification, then, **WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, NOT INDIVIDUALLY BUT AS TRUSTEE FOR PRETIUM MORTGAGE ACQUISITION TRUST,** may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay, where upon **WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, NOT INDIVIDUALLY BUT AS TRUSTEE FOR PRETIUM MORTGAGE ACQUISITION TRUST,** or its assignee or successors may exercise its rights against the Mortgaged Property under the terms of this Stipulation without further notice to Debtor(s) or the Order of this Court.
7. Additionally, Debtor(s) agrees that he is not permitted more than two (2) defaults from the date of this Stipulation. Debtor(s) agrees that if he defaults under the terms of this Stipulation more than two (2) times, then, without any further notice, **WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, NOT INDIVIDUALLY BUT AS TRUSTEE FOR PRETIUM MORTGAGE ACQUISITION TRUST,** its successors and/or assigns may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the Automatic Stay, where upon **WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, NOT INDIVIDUALLY BUT AS TRUSTEE FOR PRETIUM**

MORTGAGE ACQUISITION TRUST, its successors and/or assigns may exercise its rights against the Mortgaged Property under the terms of this Stipulation.

8. Neither WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, NOT INDIVIDUALLY BUT AS TRUSTEE FOR PRETIUM MORTGAGE ACQUISITION TRUST's consent to this Stipulation nor WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, NOT INDIVIDUALLY BUT AS TRUSTEE FOR PRETIUM MORTGAGE ACQUISITION TRUST's acceptance of any payments tendered by Debtor(s) shall be construed as a waiver of WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, NOT INDIVIDUALLY BUT AS TRUSTEE FOR PRETIUM MORTGAGE ACQUISITION TRUST's right to proceed with or commence a foreclosure other legal action against Debtor(s) under this Stipulation; however, WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, NOT INDIVIDUALLY BUT AS TRUSTEE FOR PRETIUM MORTGAGE ACQUISITION TRUST, agrees to credit Debtor(s)' account for any payments made by Debtor(s) in accordance with this Stipulation, the Note and/or Mortgage.
9. This Stipulation may only be modified by a revised Stipulation filed on the docket in the Bankruptcy. No oral modifications are permitted and any allegation that the Stipulation was modified orally will be disregarded as evidence. No written modifications are permitted, except for a revised Stipulation filed on the docket in the Bankruptcy.
10. Debtor(s) hereby certifies and confirms that he has reviewed the terms of the Stipulation with his Counsel that Debtor(s) understands and is in agreement with the terms of this Stipulation, and that counsel has been authorized by Debtor(s) to sign this Stipulation on his behalf.

IT IS HEREBY STIPULATED:

By: /s/ Michelle L McGowan Date: August 11, 2023
Michelle L McGowan, Esq.
Robertson, Anschutz, Schneid, Crane & Partners, PLLC
PA I.D 62414
13010 Morris Rd, Suite 450
Alpharetta, GA 30004
Telephone: 470-321-7113
Email: mimcgowan@raslg.com
Attorney for Movant

/s/ Michael I. Assad Date: August 4, 2023
Michael I. Assad
Cibik Law, P.C.
1500 Walnut St
Ste 900
Philadelphia, PA 19102
Telephone 215-735-1060
Email: mail@cibiklaw.com
Attorney for Debtor

NO OPPOSITION:

By: /s/ Kenneth E. West Date: August 11, 2023
Kenneth E. West
Office of the Chapter 13 Standing Trustee
1234 Market Street - Suite 1813
Philadelphia, PA 19107
Telephone: 215-627-1377
Chapter 13 Trustee

UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
PHILADELPHIA DIVISION

<p>In re:</p> <p>Angela N. Griffin Debtor</p> <p>WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, NOT INDIVIDUALLY BUT AS TRUSTEE FOR PREMIUM MORTGAGE ACQUISITION TRUST</p> <p>Movant</p> <p>v.</p> <p>Angela N. Griffin Debtor/Respondent</p> <p>KENNETH E. WEST, Esquire Trustee/Respondent</p>	<p>Bankruptcy No. 22-11598-mdc</p> <p>Chapter 13</p>
---	--

ORDER OF COURT

AND NOW, this 15th day of August, 2023, upon consideration of the foregoing

Stipulation Resolving Motion for Relief from Stay, it is hereby ORDERED that the Stipulation is approved.



MAGDELINE D. COLEMAN
Chief Bankruptcy Judge

EXHIBIT “B”



James Robertson, Esquire Everett Anschutz,
Esquire

Member of Texas Bar Member of Texas Bar Member of Florida Bar Member of Texas Bar

May 13, 2025

Angela N. Griffin
31 Westview Street
Philadelphia, PA 19119

MICHAEL A. CIBIK
Cibik Law, P.C.
1500 Walnut Street
Suite 900
Philadelphia, PA 19102

VIA EMAIL AND U.S. MAIL

RE: Notice of Default for Angela N. Griffin; Case No: 22-11598-DJB

Dear Sir/Madam,

I represent Selene Finance, LP as servicer U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for RCF 2 Acquisition Trust the servicer for mortgage on your client's property located at 31 Westview St. Philadelphia, PA 19119-2628. Please consider this letter a Notice of Default under the terms of the Stipulation with respect to the Motion for Relief. (DE 56) ("Stipulation").

According to our client's records, the Debtor has not made the following mortgage payment pursuant to the Stipulation. In accordance with the Stipulation, Selene Finance, LP as servicer U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for RCF 2 Acquisition Trust, hereby provides notice demanding the default be cured within fifteen (15) days of the date of this notice.

The breakdown of the Debtor's default is as follows:

Payments Due:

Payments Past Due – 07/01/2024 – 09/01/2024 @ \$2,070.78/month	\$6,212.34
Payments Past Due – 10/01/2024 – 04/01/2025 @ \$1,998.33/month	\$13,988.31
Suspense Balance	(\$318.28)
Total Amount Due to Cure Default:	\$19,882.37

The address where payments should be sent is:

**Selene Finance, LP
3501 Olympus Boulevard
Dallas Texas 75019**

Pursuant to the Stipulation, failure to cure this default within fifteen (15) days from the date of this notice will result in Selene Finance, LP as servicer U.S. Bank Trust National Association, not in its individual capacity but solely as owner trustee for RCF 2 Acquisition Trust, filing an order terminating the automatic stay.

Please notify me once the payment has been sent, and please provide me with proof of the payment as well. Should you have any further questions, please feel free to contact me.

Sincerely,

/s/ Robert Shearer
Robert Shearer